BILL NO. S-80-11-18

SPECIAL ORDINANCE NO. S-155-80

AN ORDINANCE approving a contract for Street Light Maintenance Resolution No. 146-80, between the City of Fort Wayne, Indiana and T & F Construction Co. for the relamping of the Street Light System.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated November 12, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and T & F Construction Co. for:

labor and equipment for the relamping of the Street Light System,

under Board of Public Works Street Light Maintenance Contract Resolution No. 146-80, at a total cost of $175,000.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY NOVEMBER 20, 1980.

John E. Hoffman
JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by [illegible], seconded by [illegible], and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on [illegible], the [illegible] day of [illegible], 19[illegible], at [illegible] o'clock [illegible] M.,E.S.T.

DATE: 11-25-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third ~~time~~ in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|---|---|---|---|---|---|
| TOTAL VOTES | 9 | 0 | | | |
| BURNS | X | | | | |
| EISBART | X | | | | |
| GiaQUINTA | X | | | | |
| NUCKOLS | X | | | | |
| SCHMIDT, D. | X | | | | |
| SCHMIDT, V. | X | | | | |
| SCHOMBURG | X | | | | |
| STIER | X | | | | |
| TALARICO | X | | | | |

DATE: 12-9-80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (ANNEXATION) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-155-80

on the 9th day of December, 1980.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Vivian G. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1980, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 10th day of December 1980, at the hour of 3 o'clock P M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-11-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Street Light Maintenance Resolution No. 146-80, between the City of Fort Wayne, Indiana and T & F Construction Co., for the relamping of the Street Light System

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

12-9-80
DATE

CHARLES W. WESTERMAN, CITY CLERK

70-41-9 11/12/80

CONTRACT
Res. No. 146-80

STATE OF INDIANA )
) SS
COUNTY OF ALLEN )

THIS AGREEMENT made and entered into this, the 12th day of November 1980, by and between:

T & F Construction Co.

The party of the first part. termed in this agreement and the Contract Documents as the "Contractor" and

City of Fort Wayne.

The party of the second part, termed in this agreement and the Contract Documents as the "City" :

WITHESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 21 day of OCTOBER, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Maintenance contract for street lighting system and unit price items for Street Light Construction.

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne streets, county roads and/or State Highways.
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. State Prevailing Wage Scale
16. This Contract
17. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be demensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitratiors or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish herewith a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representati of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursua thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulatio and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federall

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, all CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER, 1980.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

| TRADES OR OCCUPATION | CLASS | RATE PER HR. | H&W | PEN | VAC | APP. | MISC. |
|---|---|---|---|---|---|---|---|
| ASBESTOS WORKER | S | 15.00 | 55¢ | 1.25 | | | 3if |
| BOILERMAKER | S | 14.25 | 1.27½ | 1.00 | | 3¢ | |
| BRICKLAYER | S | 13.11 | 67 | 80 | | 2 | 6if |
| CARPENTER (BUILDING) | S | 11.80 | 70 | 6% | | 2 | 4if |
| (HIGHWAY) | S | 11.93 | 70 | 70 | | 5 | 2if |
| CEMENT MASON | S | 11.85 | 75 | 80 | | 2 | |
| ELECTRICIAN | S | 14.05 | 55 | 3%+50¢ | | 6 | 1%if |
| ELEVATOR CONSTRUCTOR | S | 12.33 | 1.04½ | 82 | 8% | 3% | |
| GLAZIER | S | 11.39 | | 25 | 40 | 4 | 25¢holida |
| IRON WORKER | S | 13.35 | 1.00 | 1.60 | | 4 | 25¢annuity<br>2if |
| LABORER (BUILDING) | S-SS US | 9.35-10.35 | 85 | 75 | | 9 | |
| (HIGHWAY) | S-US-SS | 9.00-9.85 | 85 | 75 | | 9 | |
| (SEWER) | S-US-SS | 9.00-9.85 | 85 | 75 | | 9 | |
| LATHER | S | 12.33 | | 80 | | 1 | 3if |
| MILLWRIGHT & PILEDRIVER | S | 12.20 | 70 | 6% | | 2 | 4if |
| OPERATING ENGINEER (BUILDING) | S-SS US | 9.40-14.00 | 75 | 90 | | 10 | |
| (HIGHWAY) | S-SS-US | 9.29-12.44 | 75 | 65 | | 10 | |
| (SEWER) | S-SS-US | 9.29-12.44 | 75 | 65 | | 10 | |
| PAINTER | S | 10.70-11.70 | 60 | 1.00 | | 12 | 6misc. |
| PLASTERER | S | 11.77 | 60 | 80 | | | |
| PLUMBER & STEAMFITTER | S | 14.48 | 85 | 90 | | 7 | 7if |
| MOSAIC & TERRAZZO GRINDER | S | 9.50-11.50 | | | | | |
| ROOFER | S | 12.90 | | 40 | | | |
| SHEETMETAL WORKER | S | 13.93 | 72 | 77 | | 14 | 16 sasmi<br>15if |
| TEAMSTER (BUILDING) | S-SS US | 10.69-11.55 | 39.50 | 41.00 | | | |
| (HIGHWAY) | S-SS-US | 9.20-9.80 | 31.50 | 37.00 | | | |

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this projec as set by the wage scale comaittee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF June, 19 80

REPRESENTING GOVERNOR, STATE OF INDIA

REPRESENTING THE AWARDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

ATTEST: Clerk

BOARD OF PUBLIC WORKS

CONTRACTOR: T & F Construction Corp. of Indiana

BY: J. L. Taber
J. L. Taber
President

BY: V L Miller
Secretary-Treasurer
V. L. Miller

Approved in Form & Legality
By:

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F Construction Corp. of Indiana as Principal, and Fidelity and Deposit Co. of Maryland, a corporation organized under the laws of the State of Maryland, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of One Hundred Thousand and 00/100 Dollars ($ 100,000.00), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, excutors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 15th day of October 1980, enter into a contract with the City of Fort Wayne to construct and maintain the municipally owned street lighting system at a cost of $ 100,000.00, according to the specifications on file in the office of the Board of Public Works.

WHEREAS, the grant of authority by City to so perform such work provides:

1. That said work performed under the unit price section shall be completed according to the plans and specifications and contractor shall warrant and guarantee all work for a period of one (1) year from the date of final acceptance in writing by the owner;
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, than this obligation shall be void, otherwise it shall remain in full force and effect.

T & F Construction Corp. of Indiana
(Contractor)

BY: J. L. Taber
J. L. Taber

ITS: President

ATTEST:

V. L. Miller
V. L. Miller
Secretary-Treasurer
(Title) CORPORATE SECRETARY

*If signed by an agent, power of attorney must be attached.

Fidelity and Deposit Co. of Maryland
Surety

*BY: Vernon Matherly
Authorized Agent Vernon Matherly
(Attorney-in-Fact)

ATTACH POWER OF ATTORNEY

*Power of Attorney*

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. FECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly and Lynwell L. Case, both of Richmond, Indiana, EACH,

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000)

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John W. Brown and Vernon Matherly, dated, August 3, 1976.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of September, A.D. 19 79.

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

ATTEST:

C W Robbins — *Assistant Secretary*

By C M Fecot — *Vice-President*

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 27th day of September, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Notary Public Commission Expires July 1, 1982

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 15th day of October, 19 80

*Assistant Secretary*

L1428Ctf.—1M, 2-79 207420

FORM 18-63
REV. 4/77

# AMERICAN ELECTRIC POWER SYSTEM
# CERTIFICATE OF INSURANCE

EXHIBIT "2"

CONTRACT JOB NO.

DR DESCRIPTION

This certificate is to be completed and returned to: Mr. R. H. Middleton, Purchasing Dept.

Indiana & Michigan Electric Co., 2101 Spy Run Ave., FortWayne, Indiana 46804
(NAME/ADDRESS OF AEP SUBSIDIARY - HEREIN CALLED OWNER)

T & F Construction Corp.
NAME OF INSURED (CONTRACTOR/SUPPLIER)

P. O. Box 27, Hagerstown, Indiana 47346 Federal I. D. # 35-1118456
ADDRESS CITY STATE

SUBSIDIARIES OF AFFILIATED COMPANIES ALSO COVERED UNDER THE POLICIES

Note: Covering in accordance with the terms of the policies listed below, all operations performed by the insured under contracts (including amendments and supplements) with owner.

| X * | TYPE OF INSURANCE | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | INSURANCE COMPANY | LIMITS OF LIABILITY (000 Omitted) |
|---|---|---|---|---|---|---|
| ( ) | WORKMEN'S COMPENSATION EMPLOYERS' LIABILITY OCCUPATIONAL DISEASE | 3950-070174 | 6-14-80 | 6-14-81 | U.S. Fidelity & Guaranty Co. | STATUTORY 100 Emp. Liab. |
| ( ) x | BODILY INJURY LIABILITY - NOT AUTO | MP50597 | 6-14-80 | 6-14-81 | same | 300 Each Person<br>300 Each Occurrence |
| ( ) x | PROPERTY DAMAGE LIABILITY - NOT AUTO | " | 6-14-80 | 6-14-81 | same | 100 Each Occurrence<br>100 Aggregate |
| ( ) x | CONTRACTUAL BODILY INJURY LIABILITY ** | " | 6-14-80 | 6-14-81 | same | 300 Each Person<br>300 Each Occurrence |
| ( ) x | CONTRACTUAL PROPERTY DAMAGE LIABILITY ** | " | 6-14-80 | 6-14-81 | same | 100 Each Occurrence<br>100 Aggregate |
| ( ) | CONTRACTORS' PROTECTIVE BODILY INJURY LIABILITY | | | | | Each Person<br>Each Occurrence |
| ( ) | CONTRACTORS' PROTECTIVE PROPERTY DAMAGE LIABILITY | | | | | Each Occurrence<br>Aggregate |
| ( ) x | AUTOMOBILE BODILY INJURY LIABILITY | BAP 147925 | 6-14-80 | 6-14-81 | same | Combined Single Limit: $500,000 Each Person<br>Each Occurrence |
| ( ) x | AUTOMOBILE PROPERTY DAMAGE LIABILITY | | | | | Each Occurrence |
| ( ) x | OTHER (DESCRIBE) Umbrella | CEP 78989 | 6-14-80 | 6-14-81 | same | 1,000 |

* Insurance afforded where indicated by 'X'

** Contractual Liability Insurance Covers the following provision of insureds' contract with owner:

"The Contractor shall and does hereby agree to indemnify, save harmless and defend the Owner from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death or damage to property caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, board of men, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, cost of investigation and of defense. The amount of such indemnity shall be not less than $250,000 for bodily injury, including death, to any one person and subject to the same limit for any one person, not less than $500,000 for any one occurrence and not less than $250 000 for damage to or destruction of property including the loss of use thereof for any one occurrence and subject to the same limit for any one occurrence, an aggregate amount not less than $500,000. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits or liens, of any nature and character, in any way attributable to or asserted against the Owner or the Owner and the Contractor, or which the Owner may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Owner and/or the sole negligence of the Owner's agents, servants or employees, then and only then the Contractor shall not be liable under the provisions of this paragraph."

THIS IS TO CERTIFY THAT:

1. Policies of insurance described above have been issued to the above named insured and are in force; and
2. If any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate, at least 15 days prior written notice of such cancellation or change will be sent to _____ at the above address
OWNERS ENGINEER

Dated this 7th day of June, 1980 at Richmond, Indiana 47374, _____
CITY STATE

Robbins-Matherly-Dils Agency, Inc.
NAME OF AGENT OR BROKER

P. O. Box 906, Richmond, Indiana 47374
ADDRESS OF AGENT OR BROKER CITY STATE

Authorized Representative Janet L. Turner
Janet L. Turner

6-9

FORM 1P-63
REV. 4/77

AMERICAN ELECTRIC POWER SYSTEM

# CERTIFICATE OF INSURANCE

EXHIBIT 2

CONTRACT JOB NO.

OR DESCRIPTION

This certificate is to be completed and returned to: Mr. R. H. Middleton, Purchasing Dept.

Indiana & Michigan Electric Co., 2101 Spy Run Ave., FortWayne, Indiana 46304
(NAME/ADDRESS OF AEP SUBSIDIARY - HEREIN CALLED OWNER)

T & F Construction Corp.
NAME OF INSURED (CONTRACTOR/SUPPLIER)

P. O. Box 27, Hagerstown, Indiana 47346 Federal I. D. # 35-1118456
ADDRESS: CITY STATE

SUBSIDIARIES OF AFFILIATED COMPANIES ALSO COVERED UNDER THE POLICIES

Note: Covering in accordance with the terms of the policies listed below, all operations performed by the insured under contracts (including amendments and supplements) with owner.

| X * | TYPE OF INSURANCE | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | INSURANCE COMPANY | LIMITS OF LIABILITY (000 Omitted) |
|---|---|---|---|---|---|---|
| ( ) | WORKMEN'S COMPENSATION EMPLOYERS' LIABILITY OCCUPATIONAL DISEASE | 3950-070174 | 6-14-80 | 6-14-81 | U.S. Fidelity & Guaranty Co. | STATUTORY 100 Emp. Liab. |
| ( ) x | BODILY INJURY LIABILITY - NOT AUTO | MP50597 | 6-14-80 | 6-14-81 | same | 300 Each Person<br>300 Each Occurrence |
| ( ) x | PROPERTY DAMAGE LIABILITY - NOT AUTO | " | 6-14-80 | 6-14-81 | same | 100 Each Occurrence<br>100 Aggregate |
| ( ) x | CONTRACTUAL BODILY INJURY LIABILITY ** | " | 6-14-80 | 6-14-81 | same | 300 Each Person<br>300 Each Occurrence |
| ( ) x | CONTRACTUAL PROPERTY DAMAGE LIABILITY ** | " | 6-14-80 | 6-14-81 | same | 100 Each Occurrence<br>100 Aggregate |
| ( ) | CONTRACTORS' PROTECTIVE BODILY INJURY LIABILITY | | | | | Each Person<br>Each Occurrence |
| ( ) | CONTRACTORS' PROTECTIVE PROPERTY DAMAGE LIABILITY | | | | | Each Occurrence<br>Aggregate |
| x | AUTOMOBILE BODILY INJURY LIABILITY | BAP 147925 | 6-14-80 | 6-14-81 | same | Combined Single Limit: $500,000 Each Person<br>Each Occurrence |
| ( ) x | AUTOMOBILE PROPERTY DAMAGE LIABILITY | | | | | Each Occurrence |
| ( ) x | OTHER (DESCRIBE) Umbrella | CEP 78989 | 6-14-80 | 6-14-81 | same | 1,000 |

* Insurance afforded where indicated by 'X'

** Contractual Liability Insurance Covers the following provision of insureds' contract with owner:

"The Contractor shall and does hereby agree to indemnify, save harmless and defend the Owner from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death or damage to property caused by the Contractor, his employees, agents or subcontractors or in any way attributable to the performance and prosecution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, board of men, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, cost of investigation and of defense. The amount of such indemnity shall be not less than $250,000 for bodily injury, including death, to any one person and subject to the same limit for any one person, not less than $500,000 for any one occurrence and not less than $250 000 for damage to or destruction of property including the loss of use thereof for any one occurrence and subject to the same limit for any one occurrence, an aggregate amount not less than $500,000. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits or liens, of any nature and character, in any way attributable to or asserted against the Owner or the Owner and the Contractor, or which the Owner may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of the Owner and/or the sole negligence of the Owner's agents, servants or employees, then and only then the Contractor shall not be liable under the provisions of this paragraph."

THIS IS TO CERTIFY THAT:

Policies of insurance described above have been issued to the above named insured and are in force; and

If any such policy is cancelled or changed so as to affect the coverage evidenced by this Certificate, at least 15 days prior written notice of such cancellation or change will be sent to _____ at the above address
OWNERS-ENGINEER

Dated this 7th day of June, 1980 at Richmond, Indiana 47374
CITY STATE

Robbins-Matherly-Dils Agency, Inc.
NAME OF AGENT OR BROKER

P. O. Box 906, Richmond, Indiana 47374
ADDRESS OF AGENT OR BROKER CITY STATE

Authorized Representative Janet L. Turner
Janet L. Turner

# Certificate of Insurance

ACORD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Robbins-Matherly-Dils Agency, Inc.
P. O. Box 906
Richmond, Indiana 47374

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A: United States Fidelity & Guaranty Co.
COMPANY LETTER B:
COMPANY LETTER C:
COMPANY LETTER D:
COMPANY LETTER E:

NAME AND ADDRESS OF INSURED

T & F Construction Corporation of Indiana
P. O. Box #27
Hagerstown, Indiana 47346

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | EACH OCCURRENCE | AGGREGATE |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] PREMISES—OPERATIONS<br>[X] EXPLOSION AND COLLAPSE HAZARD<br>[X] UNDERGROUND HAZARD<br>[X] PRODUCTS/COMPLETED OPERATIONS HAZARD<br>[X] CONTRACTUAL INSURANCE<br>[X] BROAD FORM PROPERTY DAMAGE<br>[X] INDEPENDENT CONTRACTORS<br>[X] PERSONAL INJURY | MP 50597 | 6-14-81 | BODILY INJURY<br>PROPERTY DAMAGE<br>BODILY INJURY AND PROPERTY DAMAGE COMBINED<br>PERSONAL INJURY | $ 300<br>$ 100<br>$ | $ 300<br>$ 100<br>$<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] OWNED<br>[X] HIRED<br>[X] NON-OWNED | BAP 147925 | 6-14-81 | BODILY INJURY (EACH PERSON)<br>BODILY INJURY (EACH ACCIDENT)<br>PROPERTY DAMAGE<br>BODILY INJURY AND PROPERTY DAMAGE COMBINED | $<br>$<br>$<br>$ 500 | |
| A | EXCESS LIABILITY<br>[X] UMBRELLA FORM<br>[ ] OTHER THAN UMBRELLA FORM | CEP 78989 | 6-14-81 | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ 1,000 | $ 1,000 |
| A | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | 3950 070174 | 6-14-81 | STATUTORY<br>$ 100 (EACH ACCIDENT) | | |
| A | OTHER<br>Installation Floater | MP 50597 | 6-14-81 | All Risk | 750 | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Various Locations: Including but not limited to: Electrical wiring, electrical apparatus construction, repair, Installation or related activities.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ~~10~~ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fort Wayne
#1 Main Street
Fort Wayne, Indiana 46801
Att'n: Mr. Carl O'Neal

DATE ISSUED: 6-17-80 jt

Janet L. Turner
AUTHORIZED REPRESENTATIVE
Janet L. Turner

ACORD 25 (Ed. 11 77)

# Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Robbins-Metherly-Dils Agency, Inc.
P. O. Box 906
Richmond, Indiana 47374

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A: United States Fidelity & Guaranty Co.

COMPANY LETTER B:

COMPANY LETTER C:

COMPANY LETTER D:

COMPANY LETTER E:

NAME AND ADDRESS OF INSURED

T & P Construction Corporation of Indiana
P. O. Box #27
Hagerstown, Indiana 47346

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | | |
|---|---|---|---|---|---|---|
| | | | | | EACH OCCURRENCE | AGGREGATE |
| A | GENERAL LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] PREMISES—OPERATIONS<br>[X] EXPLOSION AND COLLAPSE HAZARD<br>[X] UNDERGROUND HAZARD<br>[X] PRODUCTS/COMPLETED OPERATIONS HAZARD<br>[X] CONTRACTUAL INSURANCE<br>[X] BROAD FORM PROPERTY DAMAGE<br>[X] INDEPENDENT CONTRACTORS<br>[X] PERSONAL INJURY | MP 50597 | 6-14-81 | BODILY INJURY<br>PROPERTY DAMAGE<br>BODILY INJURY AND PROPERTY DAMAGE COMBINED<br>PERSONAL INJURY | $ 300<br>$ 100<br>$ | $ 300<br>$ 100<br>$<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] OWNED<br>[X] HIRED<br>[X] NON-OWNED | BAP 147925 | 6-14-81 | BODILY INJURY (EACH PERSON)<br>BODILY INJURY (EACH ACCIDENT)<br>PROPERTY DAMAGE<br>BODILY INJURY AND PROPERTY DAMAGE COMBINED | $<br>$<br>$<br>$ 500 | |
| A | EXCESS LIABILITY<br>[X] UMBRELLA FORM<br>[ ] OTHER THAN UMBRELLA FORM | CEP 78989 | 6-14-81 | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ 1,000 | $ 1,000 |
| A | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | 3950 070174 | 6-14-81 | STATUTORY<br>$ 100 (EACH ACCIDENT) | | |
| A | OTHER<br>Installation Floater | MP 50597 | 6-14-81 | All Risk | 750 | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Various Locations: Including but not limited to: Electrical wiring, electrical apparatus construction, repair, Installation or related activities.

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ~~10~~ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fort Wayne
#1 Main Street
Fort Wayne, Indiana 46801
Att'n: Mr. Carl O'Neal

DATE ISSUED: 6-17-80 jt

Janet L. Turner
Janet L. Turner AUTHORIZED REPRESENTATIVE

ACORD 25 (Ed 11-77)

SEE THE BACK OF THIS FORM

# Certificate of Insurance

acord

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Robbins-Matherly-Dils Agency, Inc.
P. O. Box 906
Richmond, Indiana 47374

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A: United States Fidelity & Guaranty Co.
COMPANY LETTER B:
COMPANY LETTER C:
COMPANY LETTER D:
COMPANY LETTER E:

NAME AND ADDRESS OF INSURED

T & F Construction Corporation of Indiana
P. O. Box #27
Hagerstown, Indiana 47346

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | EACH OCCURRENCE | AGGREGATE |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] PREMISES—OPERATIONS<br>[X] EXPLOSION AND COLLAPSE HAZARD<br>[X] UNDERGROUND HAZARD<br>[X] PRODUCTS/COMPLETED OPERATIONS HAZARD<br>[X] CONTRACTUAL INSURANCE<br>[X] BROAD FORM PROPERTY DAMAGE<br>[X] INDEPENDENT CONTRACTORS<br>[X] PERSONAL INJURY | MP 50597 | 6-14-81 | BODILY INJURY | $ 300 | $ 300 |
| | | | | PROPERTY DAMAGE | $ 100 | $ 100 |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | $ |
| | | | | PERSONAL INJURY | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] OWNED<br>[X] HIRED<br>[X] NON-OWNED | BAP 147925 | 6-14-81 | BODILY INJURY (EACH PERSON) | $ | |
| | | | | BODILY INJURY (EACH ACCIDENT) | $ | |
| | | | | PROPERTY DAMAGE | $ | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ 500 | |
| A | EXCESS LIABILITY<br>[X] UMBRELLA FORM<br>[ ] OTHER THAN UMBRELLA FORM | CEP 78989 | 6-14-81 | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ 1,000 | $ 1,000 |
| A | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | 3950 070174 | 6-14-81 | STATUTORY | | |
| | | | | | $ 100 | (EACH ACCIDENT) |
| A | OTHER<br>Installation Floater | MP 50597 | 6-14-81 | All Risk | 750 | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Various Locations: Including but not limited to: Electrical wiring, electrical apparatus construction, repair, installation or related activities

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ~~10~~ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

General Telephone Co. of Indiana, Inc.
P. O. Box 1201
Fort Wayne, Indiana 46801
Att'n: Mr. J.E. McCormick

DATE ISSUED: 6-17-80 jt

Janet L. Turner
AUTHORIZED REPRESENTATIVE
Janet L. Turner

ACORD 25 (Ed. 11-72)

# Certificate of Insurance

acord

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NAME AND ADDRESS OF AGENCY

Robbins-Matherly-Dils Agency, Inc.
P. O. Box 906
Richmond, Indiana 47374

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A United States Fidelity & Guaranty Co.

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

NAME AND ADDRESS OF INSURED

T & F Construction Corporation of Indiana
P. O. Box #27
Hagerstown, Indiana 47346

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (000) | | |
|---|---|---|---|---|---|---|
| | | | | | EACH OCCURRENCE | AGGREGATE |
| A | GENERAL LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] PREMISES—OPERATIONS<br>[X] EXPLOSION AND COLLAPSE HAZARD<br>[X] UNDERGROUND HAZARD<br>[X] PRODUCTS/COMPLETED OPERATIONS HAZARD<br>[X] CONTRACTUAL INSURANCE<br>[X] BROAD FORM PROPERTY DAMAGE<br>[X] INDEPENDENT CONTRACTORS<br>[X] PERSONAL INJURY | MP 50597 | 6-14-81 | BODILY INJURY | $ 300 | $ 300 |
| | | | | PROPERTY DAMAGE | $ 100 | $ 100 |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ | $ |
| | | | | PERSONAL INJURY | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] COMPREHENSIVE FORM<br>[X] OWNED<br>[X] HIRED<br>[X] NON-OWNED | BAP 147925 | 6-14-81 | BODILY INJURY (EACH PERSON) | $ | |
| | | | | BODILY INJURY (EACH ACCIDENT) | $ | |
| | | | | PROPERTY DAMAGE | $ | |
| | | | | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ 500 | |
| A | EXCESS LIABILITY<br>[X] UMBRELLA FORM<br>[ ] OTHER THAN UMBRELLA FORM | CEP 78989 | 6-14-81 | BODILY INJURY AND PROPERTY DAMAGE COMBINED | $ 1,000 | $ 1,000 |
| A | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | 3950 070174 | 6-14-81 | STATUTORY | | |
| | | | | | $ 100 | (EACH ACCIDENT) |
| A | OTHER<br>Installation Floater | MP 50597 | 6-14-81 | All Risk | 750 | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Various Locations: Including but not limited to: Electrical wiring, electrical apparatus construction, repair, installation or related activities

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ~~10~~ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

General Telephone Co. of Indiana, Inc.
P. O. Box 1201
Fort Wayne, Indiana 46801
Att'n: Mr. J.E. McCormick

DATE ISSUED ~~6-17-80~~ 6-17-80 jt

Janet L. Turner
AUTHORIZED REPRESENTATIVE

Janet L. Turner

ACORD 25 (Ed 11-77)

CITY OF FORT WAYNE, INDIANA

AND

CITY UTILITIES

MAINTENANCE CONTRACT FOR STREET LIGHTING SYSTEM

AND UNIT PRICE ITEMS FOR STREET LIGHT CONSTRUCTION

INSTRUCTIONS TO BIDDERS

August 29 1980

1. Sealed proposals will be received by the Board of Public Works of the City of Fort Wayne, in the State of Indiana, until 9:00 a.m. o'clock a.m. E.S.T. on the 10th day of September, 1980 at which hour the Bids will be publicly opened and read for the following work:

CONTRACT NUMBER 146-80

1. Relamping Unit - To consist of one (1) person and a bucket type line truck suitably equipped for relamping and maintenance work.

2. Maintenance Crew - To consist of a three (3) or more member crew equipped to perform maintenance, repair and construction on underground and overhead street light system including a pickup truck, line truck W/Boom and earth auger and a bucket truck W/50 Foot working height available for use at all times.

3. Trouble Shooting Unit - To consist of one (1) person and one (1) truck which should be available at all times to handle accidents and emergencies.

4. Unit Price Items - Unit price list for Street Light Construction.

The bids will then be submitted to the Engineers for examination and comparison. Upon completion of their report as to the amounts of the different bids per unit price offered, the Board will proceed without unnecessary delay to award one contract to the lowest qualified bidder. The Board reserves the right to reject any and all Bids.

2. Permission will not be given for the withdrawal or modification of a proposal after Bid due time and date.

3. Each proposal shall be endorsed with the title of the work, the name of the Bidder, and the date of its presentation. All Bids shall be filed with the Clerk of the Board of Public Works, on or before the day and hour mentioned above and stated in the advertisement, and no proposal presented after this time shall be accepted.

4. No Bid will be accepted from or Contract awarded to any person, firm, or coporation that is in arrears to the City of Fort Wayne, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who is a defaulter as to surety or upon an obligation to the City of Fort Wayne for any reason.

5. All Bids must be upon the Bid Form which follows. It is to be understood that all provisions of Bid Form 96-A, as prescribed by the State Board of Accounts, are to be considered to be a part of the Bid Form which follows, with such additions incorporated therein as found necessary for this Project. The usual Statutory Affidavit shall be made on the form provided.

6. In accordance with the provisions of an Act of the General Assembly of the State of Indiana, Chapter 306, page 1248, Acts of 1947, each bidder is required to submit under oath, with and as a part of his Bid, a statement of his experience, his proposed plan for performing the work, the equipment which he has available for the performance of the work, and a financial statement of his business. The statements must be submitted on forms prescribed by the State Board of Accounts, copies of which are bound herewith.

7. Each Bid must be accompanied by a Bond executed by the bidder and surety satisfactory to the Board of Public Works in the sum of $10,000.00; or the bidder may deposit with the Board of Public Works, in lieu of such Bond, a certified check on a solvent bank, payable to the City of Fort Wayne, equal in amount to the amount required in such Bond. Said Bond, or certified check, is required as a guarantee that should the said Bid or proposal be accepted by the Board of Public Works, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into Contract with the City of Fort Wayne for the work bid upon, and give Bond with surety to be approved by the Board of Public Works, insuring the faithful completion of the Contract.

In case a Bid is not accepted, the obligation of the said Bond will be null and void and said certified check shall be returned to the bidder.

In case a Bid is accepted and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and does furnish Contract Bond as required, then the obligation of the said Bond shall be null and void and the said certified check shall be returned to the Bidder.

In case a Bid is accepted and the Bidder shall refuse to or neglect to enter into a Contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and furnish Contract Bond as required, then the obligation of the Bond shall remain in full force or effect and said certified check shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to do so.

8. The successful Bidder, at the time of signing the Contract, will be required to furnish Bond (at his own expense) guaranteeing faithful execution of the Contract, in full amount of the Contract Price,

executed by the Bidder and surety to be approved by the Board of Public Works, on the Bond Form marked "Performance Bond", and bound herewith. The Performance Bond shall contain the following clause:

> "The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract accompanying the same, shall in any way effect its obligation on this alteration or addition to the terms of the Contract, or to the work, or to the Specifications".

9. Persons, firms and corporations submitting Bids or proposals shall demonstrate to the satisfaction of the Board, before entering into Contract, that they have proper facilities, expert workmen and experience to execute the Contract in a proper manner; otherwise, their Bids or proposals will not be considered.

10. Each Bidder is to submit, with his proposal, a list of his installations of work similar in size and type that are in successful operation.

11. All Affidavits sworn to before a Notary Public in states other than Indiana should have attached thereto a Certificate of the Clerk of the Circuit Court or a court of similar jurisdiction, that such Notary Public is authorized to administer oaths. The venue of the Affidavit should also be laid where the Affidavit is made.

12. The Board of Public Works may refuse to consider any Bid that is deficient in any of the aforementioned requirements.

13. The Specifications under which the work will be done may be obtained at the office of Board of Public Works, Ninth (9th) Floor of the City-County Building, Fort Wayne, Indiana, for a fee of ten dollars ($10.00), payable to the Board of Public Works. This payment is non-refundable.

14. It shall be the responsibility of the Bidder to place his proposal in the hands of the Board of Public Works on or before the time stated for opening of the proposals. If for any reason whatsoever, including unexpected delays in the delivery of the United States Mail, the proposal is received after the time that has been set for the opening of the proposals, the proposal will not be accepted.

15. Bidders are required to visit the Site and inform themselves fully of the conditions relating to construction and labor, under which the work will be done.

16. Qualification and Classification of Bidders: The Bidder must have complied with the pre-qualification regulations of the Indiana State Highway Commission. The Bidder must have previously applied to the Commission for qualification and received a Certificate of Qualification before the time fixed for receiving bids. Bids filed by any person who has not been qualified according to the terms of the pre-qualification regulations will not be considered by the Board of Public Works.

## GENERAL

1. Parking

   The City of Fort Wayne will provide reasonable parking space at the Lafayette Street Complex for trucks and equipment used daily for the different functions under this contract.

2. Payments to the Contractor

   Upon receipt of proper invoices with sufficient documentation, The City of Fort Wayne or City Utilities will pay the contractor monthly for this work based on work performed and equipment rented.

3. Management of Contractor

   Orders and/or instructions shall be given to the contractor by persons designated by the Board of Works or other official representative of City of Fort Wayne.

4. Cancellation and Performance

   The contractor will furnish the City of Fort Wayne a performance bond in the amount of $100,000.00 to insure satisfactory performance. The Board of Works reserves the right to cancel this contract for lack of performance, lack of cooperation, substandard workmanship or non-payment of creditors.

5. Insurance

   Workmans Compensation Insurance shall cover all employees in statutory limits who perform any of the obligations assumed by Contractor under the Contract documents.

   Comprehensive General Liability shall cover all operations under the Contract documents. Liability limits shall not be less than $1,000,000 each occurrence for bodily injury including death; and $500,000 each occurrence, $1,000,000 aggregate for property damage.

   Automobile Liability shall cover all vehicles used in connection with the work under this contract. Public liability limits shall not be less than $500,000 each person and $1,000,000 each occurrence. Property damage limits shall not be less than $500,000 each occurrence.

   Some street lighting facilities are on joint poles with Indiana and Michigan and General Telephone and Electronics Company, therefore, to protect the Indiana and Michigan Electric Company and General Telephone and Electronics Company as an owner and/or lessee against any damage and injury claims that might arise out of the contractor's operations, the successful contractor, before starting work, will supply evidence of insurance coverage by furnishing the Indiana and Michigan Electric Company and General Telephone and Electronics Company two copies of a Certificate of Insurance.

6. Material

   The City of Fort Wayne, Indiana shall furnish all materials necessary to perform the maintenance repair or construction.

7. Permits

   Any permits or fees required for street light poles and street cuts etc., will be provided by the City of Fort Wayne for this contract.

8. Each bid must be accompanied with a Bid bond or cashier's check in the amount of $10,000.00.

9. Each bid must be accompanied with a financial statement (Form 96-A).

10. Each bid must be accompanied with a non-collusion affidavit.

11. Each bid must be accompanied with an E.E.O. affirmative action statement.

12. Period of contract shall be from Date of Contract through August 31, 1981 with option to extend for one year through August 31, 1982. based on escalation percentage submitted with bid.

# DETAILED SPECIFICATIONS FOR RELAMPING UNIT

City of Fort Wayne

These specifications are intended to cover the duties and responsibilities of the contractor and City for the relamping of the Street Lighting System

## Contractor's Responsibilities

1. The contractor will be required to furnish one (1) person and a bucket-type truck suitable for relamping fixtures with a working height of up to 40 feet. The truck should be capable of carrying at least 200 light bulbs, 15 pieces of light fixture glassware, 5 photocells, fuses, sockets, series protective spots, rags, etc. It should also be equipped with adequate warning lights for traffic protection.

2. This unit will be equipped with VHF radio transceiver on a City of Fort Wayne's Communications Department frequency at no cost to the Contractor. The radio would be used primarily to contact the relamping unit during working hours in the event of an accident or damage to the street lighting system.

3. The person operating this unit must be a lineman and should be capable of operating this unit, reading maps, having a fair knowledge of the City street locations, reading the list of street light locations, filing a daily report, and having a general knowledge of electrical circuits to perform maintenance operations.

4. This unit would be expected to perform certain patrolling duties such as turning street light circuits on and checking lamp failures. Lists of lamp outages would be furnished this unit every morning with a possible supplementary list at noon. The unit would be expected to make minor repairs to the street lighting circuits including changing fixtures, photocells, glassware, and any other minor field repairs within the capability of this unit. In inclement weather, this person would be expected to repair damaged fixtures or equipment in a protected location.

5. Because of vacations, sickness, and truck maintenance, the contractor is expected to have available personnel and equipment to substitute on those occasions.

6. The relamping unit would operate on an 8 hour day, 5 day a week basis exclusive of holidays and would probably replace approximately 25 - 40 lamps per day and drive approximately 65 miles per day.

7. The definition of Holidays in the specifications and Bid shall be those "Closing Days" as observed by the City of Fort Wayne - List of Holidays attached.

8. This crew will work under the direction of the City of Fort Wayne Maintenance Supervisor and/or the Street Light Supervising Engineer or their delegated representative.

9. The following tools and equipment are mandatory for the relamp, service and callout truck to be furnished by Contractor.

1 - Clip-on amp meter 6A to 100A scale

1 - 120 - 240V test light

2 - 2' long #10 copper jumper wire with clips

1 - set of slack blocks with 3 grips for #8 to #2 copper and aluminum wire

Presses and crimpers for connection and splicing of copper and aluminum wire sizes from #12 to #2 stranded

100' - 3/8" rope for straight line

100' - 1/8" rope with throwball

1 - Pr. copper cutter to cut up to 4/0 copper and aluminum wire

1 - Pr. bolt cutter to cut 1/2" steel rod

1 - 10' straight ladder

1 - 15' chain

1 - set of socket wrenches 1/4 to 7/8"

3 - line hose

1 - rubber blanket 36" x 36" 15 K.V. voltage check

1 - Pr. tree trimmers with extension stick to reach 25'

1 - 5' round nose shovel

1 - 5' square nose shovel

1 - broom for cleaning debris

6 - safety cones

City of Fort Wayne

These specifications cover the furnishing of labor, equipment and tools for performing the necessary maintenance of the City of Fort Wayne Street Lighting System.

Maintenance Unit Responsibilities

1. The Contractor will provide a maintenance crew comprised of a working foreman, a lineman and one or more assistants and equipped with a 50' working height bucket truck, a line truck with boom, claws, a hole boring unit and a pole trailer for handling street light poles. The working foreman should be a qualified lineman and have qualifications as outlined in appendix "A" attached.

2. The contractor should have available on a rental basis, other maintenance equipment including a trencher, a concrete sawing machine, an air compressor with hammer.

3. Maintenance orders would be issued by Street Light Engineering to repair parts of the lighting system and the City of Fort Wayne would furnish all materials required to perform maintenance and repair work. The crew would provide daily written reports as to the work performed on each order and cause of damage such as faulted cable, accident, tree damage, windstorm, etc.

4. This crew in addition to doing maintenance of the street lighting system, would be expected to perform maintenance on the present series street lighting system. Since these are located adjacent to the primary wires (4000 volts) this would require proper safety equipment such as rubber gloves, insulated hose, blankets, etc. The crew would also be expected to change and maintain the series street lighting regulators which are part of this street lighting system.

5. This crew would be used on an hourly basis to perform the maintenance requirements. Anticipated operating time for this crew would be between 4-5 days per week for normal work, but with the capability of working overtime in emergency conditions. This crew can also install miscellaneous light orders.

6. At least one truck would be radio equipped. Radio furnished, installed and maintained by the City of Fort Wayne.

7. Contractor will be paid for this crew on hourly contract rate basis for all hours when workmen are paid by contractor due to inclement weather. Two (2) hour report time will be paid on days crew reports for work but does not work. The crew can be directed to perform miscellaneous work inside until such time the maintenance supervisor can determine if the weather is too inclement to perform outside maintenance work. This does not apply in case of an emergency. When no work is available, the maintenance supervisor will advise the crew not to report the next morning the preceding afternoon.

8. This crew will work under the direction of the City of Fort Wayne Maintenance Supervisor and/or the Street Light Supervising Engineer or their delegated representative.

9. The following tools and equipment are mandatory for the maintenance truck to be furnished by Contractor.

1 - 120-240 V test light

1 - clip on amp meter 6A to 100A scale

1 - Volt-ohms meter 10V to 500 scale A.C. - D.C. x 1 to 1000 ohms scale

1 - set of earphones with 2 - 1/4" x 3' rods with wood handles and 125' of #14 or 16 copper flexible wire and clips for locating trouble on series circuits

1 - cable and fault finder for locating wire and finding faults in underground wire

2 - 2' - #12 copper wire flexible jumper and 2 #10 jumper with clips

1 - pipe cutter 1/2" to 2"

2 - 14" pipe wrenches

1 - 16" or 18" crescent wrench

1 - sledge hammer

1 - wood handle pick

1 - frost bar

1 - 3/4 ton chain hoist

2 - 15' chains

1 - 1/2" drill with wood and steel bits 1/4 to 3/4"

1 - 1/4" drill with assortment of drill bits

1 - Skil drill with concrete drill from 1/4" to 1 1/4 for anchor bolts

1 - 100 tape line

1 - 100' extension cord

1 - set of socket wrenches 1/4" to 1 1/2"

1 - set of end wrenches 1/4 to 1 1/2"

1 - 20' extension ladder

1 - ax

1 - Pr. tree trimmers with extension to reach 25'

1 - set of slack blocks and 5 grips for copper and aluminum wire - size from #8 to #2 strand

Crimpers and presses for connection and splices of copper and aluminum wire from #12 to #2 strand

Rubber Goods -

8 line hose

1 - 36" x 36" blanket 15 KV tested

6 pin and insulator covers

1 - 40' long hand line 3/8 rope

100' - 3/8" rope for straight line

125' - 1/8" rope with throwball

8 - 3/8" rope slings

2 - 5" round nose shovels

2 - 5' square nose shovels

1 - spade

1 - tile scoop or shovel for cleaning trench

2 - flexible nylon blocks

12 - safety cones

2 - barricades

1 - pole cant hook

# SPECIFICATIONS FOR THE TROUBLE SHOOTING UNIT

City of Fort Wayne

These specifications cover the labor and/or equipment to perform Trouble Shooting of the City of Fort Wayne Street Lighting System.

1. The contractor will supply the services of a trouble shooting unit which will be available 24 hours a day, 7 days a week to handle accidents or emergencies. This unit shall consist of one man and/or one truck adequately equipped to handle emergencies.

2. The contractor shall supply the City of Fort Wayne a telephone number for emergency after hour calls. When called, the Trouble Shooting unit shall respond to the site within one hour. He shall be capable of immediate temporary repair to the street lighting equipment for public safety. A maintenance order would be issued to the maintenance crew for necessary permanent repairs the following work day.

3. During normal work hours, the trouble shooting function shall be performed by the relamping unit.

4. The City shall have the option to provide their own trouble shooting person using contractor's equipment. In the event City elects to use this option, the contractor shall make available at the Lafayette Complex or other areas requested by City, a trouble shooting vehicle adequately equipped. This vehicle may be the relamping unit. Contractor shall provide all maintenance, insurance, fuel upkeep, etc. to keep trouble shooting vehicle in top working condition. A separate bid price will be submitted for per hour of use for troubleshooting vehicle using City personnel. Also, a bid price shall be submitted for a monthly rate of making trouble shooting vehicle available for City personnel use. City may use either hourly or monthly bid rate but not both concurrently.

5. The contractor shall be paid a minimum of two (2) hours for each call out for the trouble shooting unit. The per hour rate shall be as bid. Multiple trouble shooting calls falling within the call out two hour period will not be paid for on a concurrent basis.

# LINEMAN

Definition:

Under supervision, installs, removes and repairs de-energized or energized lines and equipment, both overhead and underground, and climbs poles, towers, and structures in constructing, maintaining, and repairing street lighting and overhead lines; performs related work as required.

Examples of Duties:

Strings, splices, sags, ties in dead ends, and removes wire and cable for new or existing transmission and distribution overhead lines; installs and removes equipment and materials such as line and instrument transformers, lighting arresters, cutouts, switches, street light relays, line hardware and guys; locates and repairs faults; re-fuses line and transformer cutouts; changes line and transformer taps; phases out and parallels circuits; assembles and erects equipment mountings such as crossarms and transform platforms; erects and repairs steel towers and A and H frames; runs new service lines or re-routes or repairs existing service lines; uses voltmeters, ammeters, maximeters, phase rotators, and the like; climbs and trims trees interfering with work or with lines; patrols lines.

Employment Standards:

Education and Experience: Completion or the equivalent of high school, plus completion of four years experience as apprentice lineman.

Knowledge and Abilities: Thorough working knowledge of the functions of overhead line equipment; working knowledge of Utility distribution standards; working knowledge of Utility overhead line circuits, and their voltage; demonstrated ability and skill in connecting transformers in a three phase bank.

TOOLS FOR WORKING FOREMAN AND LINEMAN ON MAINTENANCE

AND RELAMPING AND SERVICE TRUCK

ALL MEN ARE TO HAVE COMPLETE SET.

1 - body belt and safety

1 - Pr. climbers

1 - Nut and bolt bag

1 - Tool pouch

1 - 12" crescent wrench

1 - 6 or 8" crescent wrench

1 - Pr. Channel locks

1 - Pr. 8" lineman pliers

1 - 6' folding rule

1 - 2 lb. hammer

1 - skinning knife

BID PROPOSAL

LABOR AND EQUIPMENT

| | | |
|---|---|---|
| 1. | Relamping Unit - Per 8 Hour Day (Normal Work Day) | $248.00 |
| 2. | Relamping Unit - Per Hour of Overtime (Sundays and Holidays) | 47.20 |
| 3. | Relamping Unit - Per Hour of Overtime (Saturdays and Weekdays) | 39.10 |
| 4. | Maintenance Unit - Per Hour (Normal work day) | 71.00 |
| 5. | Maintenance Unit - Per hour of Overtime (Sundays and Holidays) | 128.00 |
| 6. | Maintenance Unit - Per Hour of Overtime (Saturdays and Weekdays) | 94.00 |
| 7. | Trouble Shooting Vehicle (Equipment and Operator) Per Hour | 45.00 |
| 8. | Trouble Shooting Vehicle (Equipment Only) Per Hour | 6.50 |
| 9. | Trouble Shooting Vehicle (Equipment Only) Per Month | 700.00 |

Equipment Rental List and Rates

Street Light Construction Unit Price List

Above prices and rates shall be firm through August 31, 1981. Escalation adjustment of 8.50 percent shall be effective September 1, 1981 through August 31, 1982 on all Rates and Prices Labor Items Only

## UNIT PRICES

| | Unit | Unit Price |
|---|---|---|
| **Set Poles - Including Hauling, Distribution, Digging Holes, Setting and Back-filling and Restoration** | | |
| **Cedar and Pine - All Classes** | | |
| 30' | Each | 62.10 |
| 35' | Each | 66.70 |
| 40' | Each | 77.10 |
| 45' | Each | 88.60 |
| 50' | Each | 102.40 |
| **Concrete Poles - Embedded Base** | | |
| 28' | Each | 53.20 |
| 33' | Each | 62.80 |
| **Steel/Aluminum Poles with Transformer Base** | | |
| 20' | Each | 54.10 |
| 25' | Each | 54.10 |
| 30' | Each | 71.30 |
| 35' | Each | 78.20 |
| 50' | Each | 103.50 |
| **Steel/Aluminum Poles without Transformer Base** | | |
| 20' | Each | 53.50 |
| 25' | Each | 53.50 |
| 30' | Each | 68.20 |
| 35' | Each | 75.30 |
| 50' | Each | 100.00 |
| **Concrete Base for poles including Anchor Bolts and Conduit** | | |
| 2' x 2' x 4' | Each | 95.30 |
| 2' x 2' x 5' | Each | 115.00 |
| 2' x 2' x 6' | Each | 135.70 |
| 3' x 3' x 8' | Each | 245.00 |
| Extra Depth for Above Foundation | V.F. | 18.40 |
| Aluminum and concrete poles up to and including 35 foot in length set in earth and stone backfilled to 4 foot depth backfill as required including Disposal of Excavate. All material and equipment for backfill furnished by Contractor | Each | 64.80 |
| Removal of 10' - 12' ornamental post | Each | 29.40 |
| Removal of Existing luminaire or fixture | Each | 7.20 |
| Install adapter and new posttop luminaire on existing ornamental post including wiring and connections | Each | 20.00 |
| Remove 30' to 50' aluminum pole | Each | 36.80 |
| Remove 16' to 22' Aluminum poles | Each | 20.70 |

| | Unit | Price |
|---|---|---|
| Install 175 watt mercury Town & Country w/lamp | Each | 14.80 |
| Install G. E. P.M.A. Contemporary w/lamp | Each | 14.80 |
| Install 12' aluminum post on existing base would require drilling 2 holes and installing bolts in base using expansion shields | Each | 40.30 |
| Mast Arms on Wood Poles | | |
| 24" | Each | 27.90 |
| 6' | Each | 34.50 |
| 8' | Each | 38.00 |
| 12' | Each | 43.70 |
| 16' | Each | 50.60 |
| Mast Arms on Concrete Poles with Single or Twin Brackets | | |
| 4' | Each | 31.10 |
| 6' | Each | 34.50 |
| 8' | Each | 38.00 |
| 10' | Each | 42.60 |
| 12' | Each | 47.20 |
| 15' | Each | 52.90 |
| Mast Arms on Aluminum Poles Davit or Truss Type | | |
| 4' | Each | 31.10 |
| 6' | Each | 34.50 |
| 8' | Each | 38.00 |
| 10' | Each | 42.60 |
| 12' | Each | 47.20 |
| 15' | Each | 52.90 |
| Twin Mast Arms on Aluminum or Concrete Poles - Davit or Truss Type | | |
| 4' | Each | 46.00 |
| 6' | Each | 52.90 |
| 8' | Each | 62.10 |
| 10' | Each | 71.30 |
| 12' | Each | 80.50 |
| 15' | Each | 92.00 |
| Install Street Light Fixture on Pole Top or Mast Arm including Lamp and Connections. All sizes including Photocell is used. | Each | 17.30 |
| Remove Existing Mast Arms from Poles All Sizes and Types including Fixture | Each | 21.90 |
| Remove Existing Street Light Conductor All Sizes - Per Each One Wire Span | | |
| Remove Duplex - One Wire Span | Each | 14.90 |
| Remove Triplex - One Wire Span | Each | 16.40 |

| | | |
|---|---|---|
| Install Overhead Conductor Per One Wire Span - All Sizes | | |
| Duplex | Each | 34.00 |
| Triplex | Each | 40.30 |
| Quadruplex | Each | 49.50 |
| Underground Cable in Trench- Aluminum or Copper Conductor - All Sizes | | |
| 1/C Cable | Lin. Ft. | 0.30 |
| 2/C Cable | Lin. Ft. | 0.35 |
| 3/C Cable | Lin. Ft. | 0.45 |
| Underground Trench in Earth including Excavation and Backfill | Lin. Ft. | 1.00 |
| Remove and Replace Concrete Sidewalks and Driveways for Trenching including Cost of Cutting, Concrete Material, Sand Backfill, etc. | Sq. Ft. | 4.50 |
| Conduit May be rigid steel or plastic | | |
| Push Conduit under Streets, Sidewalks, Driveways, etc. | | |
| 1' to 20' length of Push | Lin. Ft. | N/A |
| 3/4" to 1" | Lin. Ft. | 2.60 |
| 1 1/2" | Lin. Ft. | 3.20 |
| 2" | Lin. Ft. | 3.70 |
| 2 1/2" | Lin. Ft. | 4.30 |
| 3" | Lin. Ft. | 5.80 |
| 21' and over Length of Push | Lin. Ft. | N/A |
| 3/4" - 1" | Lin. Ft. | 3.20 |
| 1 1/2" | Lin. Ft. | 4.00 |
| 2" | Lin. Ft. | 4.80 |
| 2 1/2" | Lin. Ft. | 5.50 |
| 3" | Lin. Ft. | 6.90 |
| Install Conduit in Open Trench | | |
| 1" | Lin. Ft. | 1.30 |
| 1 1/4" | Lin. Ft. | 1.50 |
| 1 1/2" | Lin. Ft. | 1.80 |
| 2" | Lin. Ft. | 2.20 |
| 2 1/2" | Lin. Ft. | 2.80 |
| 3" | Lin. Ft. | 3.60 |
| Remove and Replace Asphalt Street or Driveway including Material | Sq. Ft. | 11.00 |
| Remove Poles - Including Pulling, Hauling to Storage Site and Backfilling Hole | | |

| | | |
|---|---|---|
| Cedar and Pine - All Classes | | |
| 30' | Each | 39.10 |
| 35' | Each | 43.70 |
| 40' | Each | 48.30 |
| 45' | Each | 54.10 |
| 50' | Each | 61.00 |
| Install PVC of Steel Conduit above ground on Poles and Structures | | |
| Rigid Conduit 1" | Lin. Ft. | 2.20 |
| " " 1 1/4" | Lin. Ft. | 2.30 |
| " " 1 1/2" | Lin. Ft. | 2.60 |
| " " 2" | Lin. Ft. | 2.90 |
| " " 2 1/2" | Lin. Ft. | 3.40 |
| " " 3" | Lin. Ft. | 4.00 |
| Install 120/240 Volt Main Lighting Panel | Each | 57.50 |
| Remove Main Lighting Panel | Each | 17.30 |
| Install 120/240 Volt Timer for Lighting | Each | 34.50 |
| Remove Lighting Timer | Each | 11.50 |
| Install 120/240 Volt Lighting Contactor | Each | 34.50 |
| Remove Lighting Contactor | Each | 11.50 |
| Install Push Button Station Complete | Each | 21.90 |
| Remove Push Button Station | Each | 8.10 |
| Install 120/240 Volt Main Lighting Switch | Each | 28.80 |
| Remove 120/240 Volt Main Lighting Switch | Each | 11.50 |
| Install Meter Base | Each | 21.90 |
| Remove Meter Base | Each | 8.10 |

| | | |
|---|---|---|
| Install Concrete Poles - Embedded Base | | |
| 16' to 25' | Each | 34.50 |
| 30' | Each | 37.80 |
| 35' | Each | 41.40 |
| 40' | Each | 47.50 |
| Install Crossarms - Including Pins, Insulators and Braces. | | |
| 4 Pin (Single) | Each | 12.20 |
| 6 Pin (Single) | Each | 13.40 |
| 8 Pin (Single) | Each | 16.00 |
| 4 Pin (Double) | Each | 28.50 |
| 6 Pin (Double) | Each | 30.80 |
| 8 Pin (Double) | Each | 36.20 |
| Remove Crossarms - Including Pins, Insulators and Braces. | | |
| 4 Pin (Single) | Each | 9.80 |
| 6 Pin (Single) | Each | 10.90 |
| 8 Pin (Single) | Each | 12.10 |
| 4 Pin (Double) | Each | 22.20 |
| 6 Pin (Double) | Each | 24.40 |
| 8 Pin (Double) | Each | 27.00 |
| Install Overhead Conductor #4 and Smaller (one wire span) | Each | 25.30 |
| Remove Overhead Conductor #4 and Smaller (one wire span | Each | 12.60 |
| Splice 2/C #6 and Smaller Underground 600V Cable | Each | 16.10 |
| Remove and Replace Concrete around Existing Pole | Each | 60.00 |
| Remove Down Guy (not inc/Anchor) | Each | 15.60 |
| Install Down Guy Complete | Each | 89.70 |
| Install Overhead Guy | Each | 57.50 |
| Remove Overhead Guy | Each | 16.10 |
| Install Pole Top Pin | Each | 8.10 |
| Remove Pole Top Pin | Each | 3.50 |
| Install Secondary or Primary Clevis | Each | 9.80 |
| Remove Secondary or Primary Clevis | Each | 4.60 |
| Install Dead End Clevis or "J" Hook | Each | 8.00 |
| Remove Dead End Clevis or "J" Hook | Each | 2.70 |

| | | |
|---|---|---|
| Install Spacer Cable Bracket | Each | 14.40 |
| Remove Cable Spacer Bracket | Each | 8.10 |
| Remove Secondary Rack - 2 or 3 Wire | Each | 5.80 |
| Remove 30 AMP, 120 Volt Relay and Conduit | Each | 26.50 |
| Welding Anchor Bolts into Re-Bar Cage for St. Lite Foundations | Each | 11.00 |
| Trench Cleanup - Grading, Topsoil and Reseed | Lin. Ft. | 0.40 |
| Same as above with straw | Lin. Ft. | 0.50 |
| Install Ground Rod in St. Lite Foundation | Each | 3.50 |
| Close Up Arc Circuit Incl. removal of D. E. | Each | 20.70 |
| Remove Constant Current Transformer 1-5 KW | Each | 56.40 |
| "Ditto" 7.5-20 KW | Each | 63.30 |
| "Ditto" 25-40 KW | Each | 71.30 |
| Remove Two Pole Oil Switch | Each | 40.30 |
| Remove Distribution Cutout | Each | 5.80 |
| Remove Distribution Lightning Arrester | Each | 5.80 |
| Remove Type IL and SL Transformer 1/2-3 KVA | Each | 15.00 |
| Remove Steel Street Light Pole on Base | Each | 52.90 |
| Remove and Replace concrete for setting Pole | Each | 57.50 |
| Trench in Concrete and Asphalt Street - Saw with 4" wide saw - Replace after cable installation - Streets, Alleys and Sidewalks | Lin. Ft. | 6.70 |

| | | |
|---|---|---|
| Install 10 KVA Transformer (Series Regulator) | Each | 59.80 |
| Install 15 KVA Transformer (Series Regulator) | Each | 77.10 |
| Install 25 KVA Transformer (Series Regulator) | Each | 95.50 |
| Remove 10 KVA Transformer (Series Regulator) | Each | 33.40 |
| Remove 15 KVA Transformer (Series Regulator) | Each | 42.60 |
| Remove 25 KVA Transformer (Series Regulator) | Each | 51.80 |
| Remove Street Lite Pole Concrete Foundation Including Anchor Bolts 18" x 18" | Each | 51.80 |
| 24" x 24" | Each | 69.00 |
| 36" x 36" | Each | 103.50 |
| Install 30 A 120/240V Relay W/Photocell | Each | 21.90 |
| Hand Hole Pull Box w/Frame and Cover | Each | 40.30 |
| Remove Anchor Rod Only | Each | 5.80 |
| 4" Concrete & asphalt cut w. wheel saw only | Lin. Ft. | 5.00 |
| Back fill 4" x 24" trench w/#73 stone | Lin. Ft. | 0.40 |
| Install 3/c PVC cable duct wire in trench | Lin. Ft. | 1.20 |
| Install multiple compression fitting w. insulation cover | Each | 2.30 |
| Install insulation link | Each | 1.20 |
| Install fused connector | Each | 1.40 |
| Install grounding lug | Each | 1.20 |
| Remove cast iron gooseneck arm | Each | 25.30 |
| Pain orn. post 10-20 | Each | 23.00 |
| Pain orn. post 20-40 | Each | 40.30 |

We suggest the below listed units be included in this contract for use by the Fort Wayne Traffic Engineering Department.

For consideration, Contractor must be pre-qualified for signal work by the Indiana State Highway Commission.

| ITEM | UNIT | PRICE |
|---|---|---|
| Install Traffic Signal Controller--Pole MTD | Each | 184.00 |
| Install Traffic Signal Controller--Pedestal MTD | Each | 172.50 |
| Install Traffic Signal Controller--Foundation MTD | Each | 161.00 |
| Install Foundation Complete for Controller--Concrete | Each | 218.50 |
| Install Type "A" Foundation (2'x2'x3') with anchor bolts | Each | 103.50 |
| Remove Signal Controller--All types | Each | 57.50 |
| Install Traffic Signal Head-1-2 Face | Each | 50.60 |
| Install Traffic Signal Head-3-4 Face | Each | 58.70 |
| Install Pedestrian Signal with pipe arms and pole plates | Each | 55.20 |
| Remove Signal Head--All Sizes | Each | 20.70 |
| Remove Controller Foundation | Each | 57.50 |
| Install Aluminum/Steel Pole on Base | Each | 63.30 |
| Install Comb. St. Lite & Traffic Pole on Base | Each | 74.80 |
| Install Mast Arm on Pole 15' | Each | 52.90 |
| Install Mast Arm on Pole 20' | Each | 57.50 |
| Install Mast Arm on Pole 25' | Each | 62.10 |
| Install Mast Arm on Pole 30' | Each | 67.90 |
| Install Mast Arm on Pole 35' | Each | 74.80 |
| Remove Aluminum/Steel Traffic Pole | Each | 36.80 |
| Remove Combination Pole | Each | 40.30 |
| Install O.H. Strain Cable-1 Wire Span | Each | 100.00 |
| Remove O.H. Strain Cable-1 Wire Span | Each | 50.00 |
| Install O.H. Signal Cable on Strain Cable or Pole-Multi Conductor--Per Lin. Ft. | Foot | 0.50 |
| Remove O.H. Signal Cable | Foot | 0.30 |
| Install Signal Cable in pole and mast arm | Foot | 0.35 |

| | | |
|---|---|---|
| Install Signal Cable in Conduit -- All Sizes | Foot | 0.30 |
| Remove Signal Cable from Conduit -- All Sizes | Foot | 0.50 |
| Install Detector Loop Incl. Saw Cut, Detector Wire and Cord Incl. Jctn Box | Foot | 8.90 |
| Install Detector Loop Amplifier | Each | 21.90 |
| Install Handhole (24" Dia. x 3'), Heavy Duty Ring and Cover | Each | 138.00 |

## EQUIPMENT RENTAL RATES

| EQUIPMENT | HOURLY RATE |
|---|---|
| AIR COMPRESSOR (INCL. AIR HOSE AND TOOLS) 125 CFM | 9.00 |
| BACKHOE W/FRONT ENDLOADER ATTACHMENT | 15.00 |
| MATERIAL/CABLE TRAILER | 2.50 |
| ELECTRIC WELDER INCL. CABLES - 400 AMP | 4.50 |
| PUMP 2" to 3" INCL. GAS AND OIL | 4.50 |
| POLE TRAILER | 2.50 |
| TRENCHING MACHINE 4" to 8" WIDTH | 9.00 |
| WHEEL TRENCHER (EARTH SAW) 4" WIDTH FOR CONCRETE, ASPHALT, ETC. | 28.00 |
| 1/2 OR 3/4 TON PICKUP TRUCK | 2.75 |
| TRUCK W/INSULATED BOOM AND PERSONNEL BUCKET 35' TO 50' HEIGHT | 13.00 |
| LINE TRUCK W/HYDRAULIC BOOM AND EARTH AUGER | 15.00 |
| TRUCK - FLAT BED W/WINCH AND A-FRAME | 6.50 |
| TRUCK - FLAT BED WITHOUT WINCH OR A-FRAME | 5.00 |
| LINE TRUCK W/WINCH - A-FRAME AND TOOLS | 9.00 |
| TRUCK MOUNTED EARTH AUGER OR BORING MACHINE - AUX. DRIVEN | 22.00 |
| TRUCK W/PITMAN HYDRALIFT AND PERSONNEL BUCKET | 13.00 |
| TRENCHER W/HORIZONTAL BORING MACHINE | 10.00 |
| TRACTOR BACKHOE W/HORIZONTAL BORING OR PIPE PUSHING MACHINE | 15.00 |
| CHIPPER TRUCK AND CHIPPER | 10.00 |
| HYDRAULIC PIPE PUSHER UP TO 4"-MANUALLY OPERATED | 5.00 |
| DUMP TRUCK 5 CU. YD. | 8.00 |

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

# BIDDER'S BOND

Know All Men By These Presents:

That we T & F Construction Corp. of Indiana

as principal and

Fidelity & Deposit Co. of Maryland and

as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of Ten Thousand and no/100 --------Dollars ($10,000.00 ) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Richmond, Indiana this 10th day of September, 19 80.

The condition of this obligation is such that if the accompanying bid or proposal of T & F Construction Corp. of Indiana made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Richmond, Indiana this 10th day of September, 19 80.

T & F Construction Corp. of Indiana

J. L. Taber Principal President

Fidelity and Deposit Co. of Maryland

Dorothy Jean Ellis Surety Attorney-in-Fact

## *Power of Attorney*

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner and David N. Matherly, all of Richmond, Indiana, EACH..... its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, etal, dated, October 25, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of November, A.D. 1979

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

C W Robbins
*Assistant Secretary*

By C M Pecot
*Vice-President*

STATE OF MARYLAND )
CITY OF BALTIMORE ) ss:

On this 26th day of November, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Notary Public Commission Expires July 1, 1982

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 10th day of September, 19 80

*Assistant Secretary*

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed by:

J. L. Taber
TITLE: President

V. L. Miller
TITLE: Secretary - Treasurer

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for $_____, being 10% of the maximum bid herein, made payable to:

_____
Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

_____ If _____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____.
Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award T & F Construction Corp. of Indiana the contract for said work, and if T & F Construction Corp. of Indiana shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this _____ day of _____, 19___.

_____

Bidder

IN TESTIMONY WHEREOF, the bidder (a firm) have hereunto set their hands and seals this _____ day of _____, 19____.

FIRM NAME _____

(By _____

Individual Names (

(By _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 10th day of September, 19 80.

SEAL

T & F Construction Corp. of Indiana
Name of Corporation

J. L. Taber
President J. L. Taber

V. L. Miller
Secretary V. L. Miller

NOTE 1. If the bidder is a corporation, it is incorporated under the law of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signe by:

J. L. Taber
Title: President

V. L. Miller
Title: Secretary - Treasurer

NOTE 2. Use this form if certified check accompanies bid:

Enclosed herewith find certified check for $ _____, being _____% of the maximum bid herein, made payable to: _____

_____
The Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

_____ if _____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper official of said _____.
Municipality

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F Construction Corp. of Indiana as Principal, and Fidelity and Deposit Co. of Maryland, a corporation organized under the laws of the State of Maryland, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of _____ ($_____), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, excutors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the _____ day of _____ 19__, enter into a contract with the City of Fort Wayne to construct and maintain the municipally owned street lighting system at a cost of $_____, according to the specifications on file in the office of the Board of Public Works.

WHEREAS, the grant of authority by City to so perform such work provides:

1. That said work performed under the unit price section shall be completed according to the plans and specifications and contractor shall warrant and guarantee all work for a period of one (1) year from the date of final acceptance in writing by the owner;
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, than this obligation shall be void, otherwise it shall remain in full force and effect.

T & F Construction Corp. of Indiana
(Contractor)

BY: _____
J. L. Taber

ITS: President

ATTEST:

_____
V. L. Miller
Secretary-Treasurer
(Title) CORPORATE SECRETARY

*If signed by an agent, power of attorney must be attached.

Fidelity and Deposit Co. of Maryland
Surety

*BY: _____
Authorized Agent
(Attorney-in-Fact)

ATTACH POWER OF ATTORNEY

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and Any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

T & F Construction Corp. of Indiana

J. L. Taber President

J. L. Taber

Subscribed and sworn to before me by J. L. Taber

this 10th day of September, 19 80.

Bonita J. Kerney
Notary Public
Bonita J. Kerney

My Commission Expires: 5/7/83

Subscribed and sworn to before me by _____

this _____ day of _____, 19 ___.

_____
Notary Public

My Commission Expires: _____

Subscribed and sworn to before me by _____

this _____ day of _____, 19 ___.

_____
Notary Public

My Commission Expires: _____

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, V. L. Miller (Name), the Secretary - Treasurer (Position) of T & F Construction Corp. of Indiana (Company) hereby certify:

(1). That the Financial Statement of said company, dated the 31st day of October, 1979, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: September 10, 1980

V. L. Miller (Signature)
Secretary - Treasurer
V. L. Miller

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 10th day of September, 1980.

Bonita J. Kerney
Bonita J. Kerney
Wayne County

My commission expires:

5/07/83

# CERTIFICATE IN LIEU OF EQUAL EMPLOYMENT STATEMENT AND AFFIRMATIVE ACTION PROGRAM

I J. L. Taber (name), the President (position), of T & F Construction Corp. (company) of Indiana

hereby certify:

(1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 13th day of May, 19 80, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.

(2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.

(3) That said company is/is not Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

Dated: September 10, 1980

State of Indiana
County of Allen

J. L. Taber (signature) President

Bonita J. Kerney
Notary

My commission expires: 5/07/83

Seal:

Resident of Wayne County

# CITY OF FORT WAYNE
# AFFIRMATIVE ACTION PROGRAM

Name of Company T & F Construction Corp. of Indiana

Address P.O. Box 27 City Hagerstown

Zip Indiana 47346 Phone (317) 489-4502

Identify by title and name the highest official wihtin the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

J. L. Taber — President
Please Print — Title

Date 9/10/80 Signature

1. Does your firm have a written Affirmative Action Program? X Yes ____ No
   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.
   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes ____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed. X Yes ____ No

3. Current Number of employees 11

   Number of employees as of January 1979 11 April 1979 10 July 1979 12, and October 1979 10

4. Workforce Analysis:

| Job Classification | Wage Rate or Salary Range | Total | B | H | AI or AN | API | F |
|---|---|---|---|---|---|---|---|
| Line Crew Foreman | 13.10 per hour | 1 | | | | | |
| Lineman | 12.27 per hour | 2 | | | | | |
| Equipment Operator | 9.58 per hour | 1 | | | | | |
| Labor Crew Foreman | 12.50 per hour | 1 | | | | | |
| Laborer | 9.00 per hour | 6 | 2 | 1 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTALS | | | | | | | |

HANDICAPPED: ____ Yes X No List Number ____

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mixican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

(EEO/AA 11/01 80)

5. If total minority employment is less than 12% give reasons why. (Do not include Females when you figure minority employment percentages.) Minority Employment over 12%

6. List minority recruitment sources: I.B.E.W. Local Union 1393 Laborer's Local Union #213, Urban League, NAACP, CETA

7. Does your company anticipate an increase in employment this year? ____ Yes X No Approximately how many? ____

8. What specific goals can you achieve for the employment of minorities during 1979-1980?

| | | |
|---|---|---|
| A. Officials and Managers | -0- | % |
| B. Professionals | -0- | % |
| C. Technicians | -0- | % |
| D. Sales Workers | N/A | % |
| E. Office and Clerical | -0- | % |
| F. Skilled Craftsman | 12 | % |
| G. Other Laborers | 15 | % |

10. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of T & F Construction Corp. of Indiana that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy T & F Construction Corp. of Indiana will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The T & F Construction Corp. of Indiana will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

T & F Construction Corp. of Indiana
Name of Company

J.L. Taber J. L. Taber, President
Signature of Highest Company Official

9/10/80
Date

(EEO/AA 1/1/80)

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

ATTEST: Clerk

BOARD OF PUBLIC WORKS

CONTRACTOR: T & F Construction Corp. of Indiana

BY: J. L. Taber
J. L. Taber
President

BY: V. L. Miller
Secretary-Treasurer
V. L. Miller

Approved in Form & Legality
By:

APPROVED AS TO FORM AND LEGALITY:

ASSOCIATE CITY ATTORNEY

# STATISTICAL INFORMATION
# FOR
# AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

T & F Construction Corp. of Indiana
Name of Contractor or Supplier

V. L. Miller
(Information Given By)

P.O. Box 27
Hagerstown, Indiana 47346
Address And Telephone Number (317) 489-4502

V. L. Miller 9/10/80
(Person Filling Out This Form And Date)

| EEOC CATEGORY | EMPLOYEES BY RACE/ETHNICITY/SEX | | | | | | | | | HANDICAPPED EMPLOYEES | | | | | | | | | | TOTAL EMPLOYEES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | W | | BLK | | H | | Other | | | W | | BLK | | H | | Other | | | | |
| | M | F | M | F | M | F | M | F | (Designate) | M | F | M | F | M | F | M | F | (Designate) | |
| 1. OFFICAL & ADMINISTRATORS | | | | | | | | | | | | | | | | | | | | |
| 2. PROFESSIONALS | | | | | | | | | | | | | | | | | | | | |
| 3. TECHNICIANS | | | | | | | | | | | | | | | | | | | | |
| 4. OPERATIVES | | | | | | | | | | | | | | | | | | | | |
| 5. LABORER | 4 | | 2 | | 1 | | | | | | | | | | | | | | | 7 |
| 6. OFFICE AND CLERICAL | | | | | | | | | | | | | | | | | | | | |
| 7. SKILLED CRAFT WORKERS | 4 | | | | | | | | | | | | | | | | | | | 4 |
| 8. SERVICE-MAINTENANCE WORKERS | | | | | | | | | | | | | | | | | | | | |
| 9. SALES WORKERS | | | | | | | | | | | | | | | | | | | | |
| TOTALS | 8 | | 2 | | 1 | | | | | | | | | | | | | | | 11 |
| PERCENTAGES | 73% | | 18% | | 9% | | | | | | | | | | | | | | | 100% |

MFG Nat 1-22-80

TITLE OF ORDINANCE Street Light Maintenance Contract Res. No. 146-80.

5074

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

R-80-11-18

SYNOPSIS OF ORDINANCE Street Light Maintenance Contract Res. No. 146-80.

This is to furnish labor and equipment for the Relamping of the Street Light System. It was necessary to obtain bids for the maintenance of the municipally owned street lighting system of said City for the balance of the current year 1980 and for the calendar year 1981 and such work has been now ordered.

The said contracts documents accurately and fully describes the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

(contract was duly bid)

EFFECT OF PASSAGE It is mandatory to maintain the City's Street Light System.

EFFECT OF NON-PASSAGE Above described Maintenance Contract cannot be kept up. The City's Lighting System would deteriorate.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Estimated amount $175,000.00

Unit Prices and rates shall be firm through August 31, 1981. Escalation adjustment of 8.50 percent shall be effective September 1, 1981 through August 31, 1982 on all Rates and Prices Labor Items Only.

ASSIGNED TO COMMITTEE

Sa V.